



Eckert Seamans Cherin & Mellott, LLC  
300 Delaware Avenue, Suite 1210  
Wilmington, DE 19801

TEL 302 425 0430  
FAX 302 425 0432  
[www.eckertseamans.com](http://www.eckertseamans.com)

*Margaret F. England*  
*Direct Dial: (302) 425-0430*  
*[mengland@eckertseamans.com](mailto:mengland@eckertseamans.com)*

December 14, 2007

**VIA HAND DELIVERY**

The Honorable Joseph J. Farnan, Jr.  
United States District Court  
District of Delaware  
J. Caleb Boggs Federal Building  
844 North King Street, Room 4124  
Lockbox 27  
Wilmington, DE 19801

**Re: Atlasjet v. EADS Aeroframe Services, et al.**  
**Case No. 07-cv-00037-JJF**

Dear Judge Farnan:

We represent the plaintiff, Atlasjet, in the above-referenced matter and I am writing to request leave from the Court's requirement of filing the Rule 16(b) statement at this time.

In this case, Plaintiff leased an aircraft from ACG Acquisition XX LLC ("ACG" or "lessor"). Pursuant to the Lease Agreement between ACG and Plaintiff, ACG authorized Plaintiff to pursue any claim under any warranty or customer and/or product support with respect to any defect affecting the Aircraft or any engine. ACG had a maintenance agreement with Defendant EADS Aeroframe Services, LLC, which applied to the damaged plane at issue in the case. EADS Aeroframe performed maintenance on the Aircraft before it was delivered to Plaintiff. The Aircraft was improperly serviced, and since the Lease Agreement assigned the rights to enforce the Maintenance Agreement, Plaintiff brings the current action.

The above-referenced case was filed as a protective measure in Delaware, given that the Defendant, EADS Aeroframe Services, LLC had been sold, but still existed as a legal entity, at least in Delaware. The action was also filed in New York, as the agreement between Plaintiff and the Defendant stipulated New York as the appropriate jurisdiction. The parent company and purchaser of the defunct Defendant have filed in New York a Motion to Dismiss, asserting that the action should be dismissed in that state and/or transferred to Louisiana. The matter is awaiting a decision before the Honorable Richard J. Sullivan as to whether jurisdiction can be

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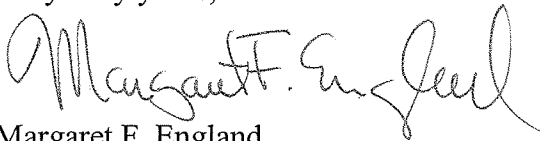
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maintained in New York. We are waiting for the motion to be heard and, pending its outcome, the action in Delaware may be dismissed.

If the Court views it necessary, we will file a motion to stay the action here in Delaware pending the ruling in New York. However, at this time we seek leave from the Court's requirement of filing the Rule 16(b) statement.

Thank you for your consideration in this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Margaret F. England".

Margaret F. England

MFE/alc

cc: Lee Harrington, Nixon Peabody (via facsimile and U.S. Mail postage paid)  
Thomas J. Whalen  
Laura G. Stover